

**Exhibit A**

**Declaration of Mark D. Bloom**

GREENBERG TRAURIG, LLP

Allen G. Kadish

Adam C. Dembrow

200 Park Avenue

New York, New York 10166

Telephone: (212) 801-9200

Facsimile: (212) 801-6400

kadisha@gtlaw.com

dembrowa@gtlaw.com

Mark D. Bloom (admitted *pro hac vice*)

Paul J. Keenan (admitted *pro hac vice*)

1221 Brickell Avenue

Miami, Florida 33131

Telephone: (305) 579-0500

Facsimile: (305) 579-0717

bloomm@gtlaw.com

keenanp@gtlaw.com

Proposed Attorneys for the Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
BOZEL S.A.,	:	Case No. 10-11802 (AJG)
	:	
Debtor.	:	
-----X		

**DECLARATION OF MARK D. BLOOM IN SUPPORT OF  
APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF GREENBERG TRAURIG, LLP AS COUNSEL TO THE DEBTOR**

Mark D. Bloom, being duly sworn, deposes and says:

1. I am a shareholder of the law firm of Greenberg Traurig, LLP (“Greenberg Traurig” or the “Firm”), an international law firm which maintains offices throughout the United States, including at 200 Park Avenue, New York, New York 10166, and at 1221 Brickell Avenue, Miami, Florida 33131, in which I am resident. I am admitted to practice *pro hac vice* before this Court in this Chapter 11 case.

2. I submit this declaration on behalf of Greenberg Traurig in support of the application (the “Application”)<sup>1</sup> filed by Bozel S.A. (“Bozel” or the “Debtor”) for entry of an order pursuant to Section 327(a) of the United States Bankruptcy Code (the “Bankruptcy Code”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”), authorizing the employment and retention of Greenberg Traurig as counsel to the Debtor effective as of August 6, 2010 (the “Declaration”). Except as otherwise indicated herein, I have personal knowledge of the facts set forth herein, and if called as a witness, would testify competently thereto.<sup>2</sup>

### **Qualifications of Greenberg Traurig**

3. Greenberg Traurig maintains an office for the practice of law in New York, New York. Greenberg Traurig has extensive experience appearing before courts in this district and has substantial experience representing debtors in Chapter 11 cases. Greenberg Traurig also has the resources and experience necessary to represent the Debtor in this Chapter 11 case.

### **Greenberg Traurig’s Disclosure Procedures**

4. To the best of my knowledge and information after due inquiry, and as disclosed herein and in the Application, Greenberg Traurig has certain connections with the Debtor, its creditors, other parties-in-interest herein, or their respective attorneys or professionals, but does not hold, or represent any entity having, an adverse interest in connection with this Chapter 11 case. For so long as Greenberg Traurig represents the Debtor, and absent

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

<sup>2</sup> Certain of the disclosures herein relate to matters within the knowledge of others at Greenberg Traurig.

further order of this Court, Greenberg Traurig will not represent any entity other than the Debtor and the Liquidator in connection with this Chapter 11 case.

5. As more fully described hereinafter, Greenberg Traurig maintains a computer client database (the “Client Database”) containing the names of all of Greenberg Traurig’s current and former clients and, where practical, the known affiliates of those clients. In connection with preparing this Declaration, I caused to be submitted to, and caused to be checked against, the Client Database those potentially interested parties in these cases listed in Exhibit 1 hereto, many of which party names were provided by the Debtor in the schedules attached to its amended petition (collectively, the “Potentially Interested Parties”). Greenberg Traurig compared the names of the Potentially Interested Parties against the Client Database.

6. This inquiry revealed that certain of the Potentially Interested Parties are current or former Greenberg Traurig clients (a list of such parties is attached hereto as Exhibit 2, incorporated herein by reference, and is referred to as the “Client Match List”). Through the information generated from the computer inquiry, and through follow-up inquiries with Greenberg Traurig attorneys responsible for certain clients listed on the Client Match List to the extent necessary, Greenberg Traurig determined that its representation of those clients on the Client Match List concerned matters unrelated to the Debtor and this Chapter 11 case.

7. Through a firm wide email, Greenberg Traurig has solicited information from its attorneys to determine whether any attorneys employed by Greenberg Traurig are related to the Honorable Bankruptcy Judge presiding over these Chapter 11 cases, the United States Trustee for Region 2, or any trial attorney known to Greenberg Traurig to be employed in the New York, New York Office of the United States Trustee. Greenberg Traurig has also solicited information from its attorneys to determine whether any attorneys employed by

Greenberg Traurig are equity security holders of any of the Debtor although this is highly unlikely as the Debtor is believed to be privately owned by one entity. Except as otherwise set forth herein, no such connections have been discovered to date. In the event that any additional information is received, Greenberg Traurig will supplement this Declaration to the extent necessary.

8. Greenberg Traurig maintains and systematically updates its Client Database in the ordinary course of business, and it is the regular practice of Greenberg Traurig to make and maintain these records. The Client Database maintained by Greenberg Traurig is designed to include every matter on which Greenberg Traurig is now or has been engaged, the entity by which Greenberg Traurig is now or has been engaged and, in each instance, the identity of related parties and adverse parties and the name of attorney at Greenberg Traurig that is knowledgeable about the matter. It is the policy of Greenberg Traurig that no new matter may be accepted or opened without completing and submitting to those charged with maintaining the Client Database the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter, and related and adverse parties. Accordingly, the Client Database is regularly updated for every new matter undertaken by Greenberg Traurig.

9. With approximately 1,750 lawyers in 30 offices, Greenberg Traurig has connections with certain creditors and other parties-in-interest in these cases. Those connections include representation of the entity, an affiliate, or related party, as well as representation of parties adverse to such parties, affiliates, or related parties. In addition to the connections disclosed herein and in Exhibit 2, it is possible that Greenberg Traurig and certain of its shareholders, counsel, and associates may have in the past represented, may currently represent, and may in the future represent parties-in-interest of the Debtor in connection with matters

unrelated to the Debtor or this Chapter 11 case. Moreover, Greenberg Traurig appears in many cases, proceedings, and transactions involving different attorneys, financial consultants, and investment bankers, some of which may now or in the future represent the Debtor, Potentially Interested Parties or other parties-in-interest in this Chapter 11 case. From time to time, Greenberg Traurig will supplement this Declaration to the extent necessary.

10. None of Greenberg Traurig's representations of any of the parties-in-interest in this Chapter 11 case accounted for more than 2% of Greenberg Traurig's aggregate revenues during fiscal year 2009 or 2010 to date, nor does Greenberg Traurig represent such parties on any issue relating to the Debtor or its estate. As in any complex Chapter 11 case, however, it may become necessary for the Debtor to pursue legal action against certain parties who appear on the Client Match List. In that event, to the extent required by the Bankruptcy Code or applicable ethical rules governing the conduct of attorneys and law firms, the Debtor or the Liquidator will retain and assign conflicts counsel with the task of pursuing such matters.

#### **Disinterestedness**

11. Based on the foregoing and except as otherwise set forth herein, neither I, Greenberg Traurig, nor any shareholder, of counsel, or associate thereof, insofar as I have been able to ascertain based on the information currently available to me, represents any interest adverse to the Debtor in this case or related to the matters for which Greenberg Traurig is to be engaged. To the best of my knowledge, information, and belief, Greenberg Traurig is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code in that Greenberg Traurig, its shareholders, of counsel, and associates:

- a. are not creditors, equity security holders, or insiders of the Debtor;
- b. are not and were not, within two years before the date of the filing of the Debtor's

chapter 11 petition, a director, officer, or employee of the Debtor; and

- c. do not have an interest materially adverse to the interest of the estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or for any other reason.

12. From April 2010, Greenberg Traurig has represented the Liquidator both in the Debtor's Chapter 11 case and in the Adversary Proceeding. The Liquidator controls Wellgate, which is the Debtor's sole shareholder.

13. The Liquidator is a Managing Director of BDO Limited in the BVI. The Debtor expects to file an application to retain BDO Consulting Corporate Advisors, LLC ("BCCA") as its financial advisor pursuant to Section 327(a) of the Bankruptcy Code. BCCA is an affiliate of BDO US, LLP ("BDO"). BDO is a member of BDO International Limited, a U.K. company limited by guarantee, and forms part of the international BDO network of independent member firms. BDO USA is a client of Greenberg Traurig, and Greenberg Traurig frequently acts as outside counsel for BDO in U.S.-based litigation.

14. In connection with the Adversary Proceeding, a portion of Greenberg Traurig's fees and expenses were paid by Crastvell, a creditor of the Debtor, while a significant balance remains unpaid. Crastvell is also a creditor of Wellgate and is the party that sought Wellgate's liquidation in the BVI. Crastvell has also paid the Liquidator's expenses in connection with Wellgate's liquidation in the BVI, where it is customary for a secured creditor to fund the costs of a liquidation until the liquidator is able to obtain and access sufficient funds for administration of the liquidation from the liquidating estate. As of the effective date of this Application (August 6, 2010), Greenberg Traurig received a \$50,000 retainer (which has been fully applied), as well as a payment of \$83,000 from Crastvell. A balance in excess of \$400,000

remains owing to Greenberg Traurig.<sup>3</sup> As counsel to the Debtor, Greenberg Traurig will seek to be paid solely from the assets of the Debtor's estate, and not by Crastvell or any other creditor or party in interest in this Chapter 11 case.

### **Scope of Employment**

15. The Debtor anticipates that Greenberg Traurig may render the following services in this Chapter 11 case pursuant to the terms described herein:

- a. providing legal advice with respect to the Debtor's powers and duties as debtor in possession in the continued operation of its business and management of its property;
- b. negotiating, drafting, and pursuing all documentation necessary in this case;
- c. preparing on behalf of the Debtor all complaints, applications, motions, answers, orders, reports, and other legal papers necessary to the administration of the Debtor's estate;
- d. appearing in court and protecting the interests of the Debtor before the Court;
- e. assisting with any disposition of the Debtor's assets, by sale or otherwise;
- f. attending all meetings and negotiating with representatives of creditors, the United States Trustee, and other parties-in-interest; and
- g. providing legal advice regarding bankruptcy, corporate, real estate, employment, transactional, tax, labor law and other issues to the Debtor in connection with the Debtor's bankruptcy case.

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<sup>3</sup> Greenberg Traurig reserves the right to file a claim for substantial contribution to the Debtor's estate in order to recover this balance



### **Professional Compensation**

16. Greenberg Traurig intends to apply for compensation for professional services rendered in connection with this Chapter 11 case subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules and orders of this Court, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Greenberg Traurig. Greenberg Traurig has advised the Debtor that the current hourly rates applicable to the principal attorneys and paralegals proposed to represent the Debtor are:

<b>Professional</b>	<b>Rate Per Hour</b>
Mark D. Bloom (Shareholder)	\$785
Allen G. Kadish (Shareholder)	\$770
Adam C. Dembrow (Associate)	\$610
Jesse Stellato (Associate)	\$240
Avi Fox (Associate)	\$360
Doreen Cusumano (Paralegal)	\$280

Other attorneys and paralegals will render services to the Debtor as needed. Generally, Greenberg Traurig's hourly rates are in the following ranges:

<b>Professional</b>	<b>Rate Per Hour</b>
Shareholders	\$340 to \$1090
Of Counsel	\$250 to \$935
Associates	\$160 to \$610
Paralegals	\$110 to \$310

17. The Debtor understands that the hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. The hourly rates set forth above are Greenberg Traurig's standard hourly rates for work of this nature inside or outside bankruptcy. These rates are set at a level designed to fairly compensate Greenberg Traurig for its work and to cover fixed and routine overhead expenses.

18. It is Greenberg Traurig's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses (although non-working travel expenses will be billed at 50% of the actual expenses for such travel), expenses for working meals, computerized research, and transcription costs. Greenberg Traurig will charge the Debtor's estates for these expenses in a manner and at rates consistent with charges made generally to Greenberg Traurig's clients outside of bankruptcy. Greenberg Traurig believes that these expenses should fairly be charged to the clients incurring them rather than to increasing the hourly rates and spreading the expenses among all clients. In addition, Greenberg Traurig intends to seek compensation for all time and expenses associated with its retention in accordance with Sections 330 and 331 of the Bankruptcy Code and any orders of this Court, including the preparation of the Application, this Affidavit, and related documents, as well as any monthly fee statements or interim or final fee applications and related issues.

19. As of the Petition Date, Greenberg Traurig was not owed any amounts by the Debtor in respect of pre-petition services provided.

20. Other than as set forth herein, there is no proposed arrangement to compensate Greenberg Traurig. Greenberg Traurig has not shared, nor agreed to share, (a) any compensation it has received or may receive with any other party or person, other than with the shareholders, counsel, and associates of Greenberg Traurig, or (b) any compensation another person or party has received or may receive.

21. By reason of the foregoing, I believe Greenberg Traurig is eligible for employment and retention pursuant to Section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1.

I declare pursuant to 26 U.S.C. §1746, that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: New York, New York  
September 7, 2010

/s/ Mark D. Bloom  
MARK D. BLOOM

**Exhibit 1**  
**Potentially Interested Parties**

**Liquidator of Wellgate International Ltd./Sole Director of the Debtor**

Andrew Bickerton

**Shareholder**

Wellgate International Ltd.

**Debtor and Subsidiaries**

Bozel, S.A.

Bozel LLC

Bozel Mineração Ltda.

Bozel Europe S.A.S.

**Former Director**

Michel L. Marengère

**Warrant Holders**

Benjamin Shaw

Burnham Securities

Crastvell Trading Limited

Trafalgar Capital Specialized Investment Fund

**Other Creditors**

Crastvell Trading Limited

Trafalgar Capital Specialized Investment Fund

Bird & Bird

Conyers, Dill & Pearman

Edwin & Coe LLP

Guedes, Nunes, et al.

Kleyr, Grasso Associates

Landwell & Associates

Lorang & Roberto Avocats

Pinsent Masons LLP

Regus

Regus Brazil

Ridgelane Brazil

Internal Revenue Service

NYS Department of Labor

NYS Dept. of Tax & Finance

Wellgate International Ltd.

Bozel Europe S.A.S.

Bozel LLC

Bozel Mineração Ltda.

**Other Potentially Interested Parties**

Argoline, S.A.

Damon Morey LLP

Spearhead Ltd.

373 Florida Corp.

WSBG

Mazars

Citation Capital Management Limited

Marleen Watté-Bollen

Globe Specialty Metals, Inc.

Dominique Riche

Joseph Monaco

BDO

Joseph Galda

Corsair Advisors

**Exhibit 2**  
**Client Match List**

The following names were compared to Greenberg Traurig's Client Database. As noted below, Greenberg Traurig has represented in the past or currently represents certain Potentially Interested Parties, including various entities that may be related to or affiliated with the Potentially Interested Persons, in matters unrelated to the Debtors or these cases.

Potentially Interested Party	Greenberg Traurig's Client Reference
<b>LIQUIDATOR OF WELLGATE INTERNATIONAL LTD. /SOLE DIRECTOR OF THE DEBTOR</b>	
Andrew Bickerton	<i>See</i> Application at ¶ 20; Bloom Declaration at ¶ 12.
<b>WARRANT HOLDERS</b>	
Crastvell Trading Limited	<i>See</i> Application at ¶ 22; Bloom Declaration at ¶ 14.
Trafalgar Capital Specialized Investment Fund	Greenberg Traurig currently represents or has represented in the past entities with names similar to Trafalgar Capital Specialized Investment Fund in matters unrelated to the Debtor or this Chapter 11 case. Based upon a review of the information in its Client Database, and inquiries made to Greenberg Traurig attorneys who represented certain of the entities with similar names, Greenberg Traurig does not believe that any of the entities with similar names are related to Trafalgar Capital Specialized Investment Fund.
<b>OTHER CREDITORS</b>	
Bird & Bird	Greenberg Traurig currently represents a possible affiliate of Bird & Bird in matters unrelated to the Debtor or this Chapter 11 case.
Crastvell Trading Limited	<i>See</i> Application at ¶ 22; Bloom Declaration at ¶ 14.
Landwell & Associates	Greenberg Traurig currently represents an entity with a name similar to Landwell & Associates in matters unrelated to the Debtor or this Chapter 11 case. Based upon a review of the information in its Client Database, and

	inquires made to the Greenberg Traurig attorney who represented the entity with a similar name, Greenberg Traurig does not believe that the entity with a similar name is related to Landwell & Associates.
Regus	Greenberg Traurig currently represents the Official Committee of Unsecured Creditors in the bankruptcy case of Prostar Ltd. Regus, Paris, a possible affiliate of Regus, is a creditor of Prostar Ltd. Greenberg Traurig also currently represents entities that may be affiliates of Regus in matters unrelated to the Debtor or this Chapter 11 case.
Trafalgar Capital Specialized Investment Fund	Greenberg Traurig currently represents or has represented in the past entities with names similar to Trafalgar Capital Specialized Investment Fund in matters unrelated to the Debtor or this Chapter 11 case. Based upon a review of the information in its Client Database, and inquires made to Greenberg Traurig attorneys who represented certain of the entities with similar names, Greenberg Traurig does not believe that any of the entities with similar names are related to Trafalgar Capital Specialized Investment Fund.
<b>OTHER INTERESTED PARTIES</b>	
BDO	<i>See</i> Application at ¶ 21; Bloom Declaration at ¶ 13.
Corsair Advisors	Greenberg Traurig currently represents entities with names similar to Corsair Advisors in matters unrelated to the Debtor or this Chapter 11 case. Based upon a review of the information in its Client Database, and inquires made to the Greenberg Traurig attorney who represented the entity with a similar name, Greenberg Traurig does not believe that any of the entities with similar names are related to Corsair Advisors.
Joseph Monaco	Greenberg Traurig currently represents an individual with an name similar to Joseph Monaco in matters unrelated to the Debtor or this Chapter 11 case. Based upon a review of the information in its Client Database, and inquires made to the Greenberg Traurig

	attorney who represented the individual with a similar name, Greenberg Traurig does not believe that the individual with a similar name is related to Joseph Monaco.
Spearhead Limited	Greenberg Traurig currently represents an entity with a name similar to Spearhead Limited in a matter unrelated to the Debtor or this Chapter 11 case. Based upon a review of the information in its Client Database, and inquiries made to the Greenberg Traurig attorney who represented the entity with a similar name, Greenberg Traurig has no reason to believe that the entity with a similar name is related to Spearhead Limited.